

# **EXHIBIT B**

**Term Life Insurance Policy****DUPLICATE POLICY**

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Insured	VICTOR TEUMER
Policy Number	212 244 245 US
Plan of Insurance	Yearly Renewable Term with Guaranteed Premiums
Face Amount	\$500,000.00

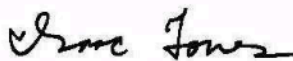
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MetLife Investors USA Insurance Company will pay the Face Amount of this Policy and provide the other rights and benefits of the Policy according to its provisions.

Signed on the Date of Issue  
for the Company at its Home Office  
222 Delaware Ave, Suite 900  
P.O. Box 25130  
Wilmington, DE 19899



President



Secretary

**Term Life Insurance Policy**

- The policy proceeds are payable if the Insured dies while the insurance is in force.
- Premiums are payable to the Company for a specified period. (See the Schedule of Renewal Premiums.)
- Premiums for the first year are shown in the Policy Schedule and for later years are shown in the Schedule of Renewal Premiums.
- The Policy is not participating and does not share in dividends.
- The Policy is automatically renewable until the Final Expiry Date shown in the Policy Schedule.
- The Policy can be converted to permanent insurance within the Conversion Period shown in the Policy Schedule.

**Please Read Your Policy Carefully**

This Policy is a legal contract between you and the Company.

**Ten Day Right to Return the Policy**

You have 10 days after you receive this Policy from the Company to review it. Within those 10 days, you can return the Policy to the Company or its sales representative for any reason. If you return the policy: any premiums paid will then be refunded; and the Policy will be cancelled from the start.

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**Policy Schedule****Owner and Beneficiary**

As named in the Application or as later changed. See the Owner and Beneficiary Section of the Policy.

<b>Insured</b> VICTOR TEUMER	<b>Policy Number</b> 212 244 245 US	<b>Age</b> 49	<b>Sex</b> MALE
<b>Policy Date</b> 10/03/2012	<b>Date of Issue</b> 10/03/2012	<b>Policy Class</b> STANDARD NONSMOKER	
<b>Expiry Date</b> 10/03/2013	<b>Final Expiry Date</b> POLICY ANNIVERSARY ON WHICH INSURED IS AGE 95		
<b>Conversion Period</b> UP TO THE POLICY ANNIVERSARY ON WHICH INSURED IS AGE 59			

**Schedule of Benefits**

	<b>Face Amount</b>
Yearly Renewable Term with Guaranteed Premiums	\$500,000.00

**Schedule of Annual Premiums**

	<b>First Year</b>
Current	\$1,099.00
<b>Total Premium</b>	
Current	\$1,099.00

**Thereafter**                      See the Schedule of Renewal Premiums Beginning on Page 5

<b>Total Current Premium On</b>	<b>Annual</b>	<b>Monthly**</b>
<b>Policy Date</b>	\$1,099.00*	\$98.91*

\* A \$69.00 annual Policy Fee is reflected in these amounts.

\*\* Automatically deducted from checking account.

SEX-DISTINCT BASIS

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## Schedule of Renewal Premiums

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Policy Number

212 244 245 US

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### Annual Renewable Premiums\*

Policy Year	Premium*
02 thru 10	\$1,099.00
11	\$8,169.00
12	\$8,989.00
13	\$9,989.00
14	\$11,209.00
15	\$12,579.00
16	\$14,019.00
17	\$15,539.00
18	\$17,079.00
19	\$18,639.00
20	\$20,319.00
21	\$22,059.00
22	\$24,169.00
23	\$26,529.00
24	\$29,629.00
25	\$32,899.00
26	\$36,339.00
27	\$40,099.00
28	\$44,199.00
29	\$48,959.00
30	\$54,519.00
31	\$60,939.00
32	\$67,939.00
33	\$75,909.00
34	\$84,209.00
35	\$93,159.00
36	\$103,069.00
37	\$114,139.00
38	\$126,409.00
39	\$139,809.00
40	\$154,169.00
41	\$169,319.00

\* A \$69.00 annual Policy Fee is included in these amounts.

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**Schedule of Renewal Premiums**

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Policy Number

212 244 245 US

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**Annual Renewable Premiums\***

Policy Year	Premium*
42	\$185,129.00
43	\$199,999.00
44	\$215,499.00
45	\$231,849.00
46	\$249,119.00

\* A \$69.00 annual Policy Fee is included in these amounts.

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## PAYMENT WHEN INSURED DIES

### Policy Proceeds

If the Insured dies while this policy is in force, an amount of money, called the policy proceeds, will be payable to the beneficiary. The policy proceeds are the total of:

- \* The Face Amount shown in the Policy Schedule;

PLUS

- \* Any part of a premium paid for coverage beyond the date of death;

PLUS

- \* Any amount of insurance on the Insured's life which may be provided by a rider on this Policy;

MINUS

- \* Any premium due to the date of death.

We will pay the policy proceeds to the beneficiary after the receipt of proof of death and a proper written claim. (See Payment provision in Payment of Benefits section.)



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## CONTRACT

The Contract	This Policy is a legal contract between the Owner of the Policy (called "you") and MetLife Investors USA Insurance Company (called "the Company"). The Policy, which includes the attached Applications, any attached endorsements and all riders listed in the Policy Schedule, is the entire contract between you and the Company. No change in or waiver of the provisions of the Policy is valid unless the change or waiver is signed by the President or the Secretary of the Company.
Payments Under the Contract	All contract amounts are in U.S. currency. Payments by the Company under the contract will be made at the Home Office or at any other office designated by the Company. The obligations of the Company are subject to all payments made and actions taken by the Company under the Policy before we record proof of the Insured's death at our Home Office or at any office designated by the Company.
Forms	If you want to change a beneficiary, change an address, convert this policy or request any other action by us, you should do so on the forms prepared for each purpose. You can get these forms from your sales representative or from our Home Office or from any other office designated by the Company.
Dates	Policy years, months and anniversaries are all measured from the Policy Date. The contestable and suicide periods start on the Date of Issue. The Policy Date and the Date of Issue are both shown in the Policy Schedule.
Not Contestable After Two Years	Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured for two years from the Date of Issue, except for nonpayment of premiums.
Suicide Within Two Years	If the Insured dies by suicide, while sane or insane, within two years from the Date of Issue, the policy proceeds will be limited to the amount of the premiums paid, or the reserve if greater and required by state law.
Age of Insured	<p>The age of the Insured on the Policy Date and on policy anniversaries means the age at the nearest birthday of the Insured.</p> <p>If the age or the sex of the Insured has not been correctly stated in the Application, the benefits will be the amounts which the premiums paid would have purchased for the correct age and sex.</p>



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Unisex Basis	<p>If the Policy Schedule indicates this Policy is on a Unisex Basis, each Policy or rider provision that contains any differences based on sex is modified to provide for males and females the same:</p> <ul style="list-style-type: none"><li>* Rates;</li><li>* Benefits; and</li><li>* Values.</li></ul>
Claims of Creditors	<p>The Policy and payments under it will be exempt from the claims of creditors to the extent allowed by law.</p>
Refund of Unearned Premiums	<p>If you ask to discontinue this Policy, we will refund the part of the premium paid for coverage beyond the policy month in which you make your request.</p>

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## PREMIUMS

Payment	Premiums are payments to the Company for the Policy. Payments can be made at the Home Office or at any other office designated by the Company. All payments are to be made in U.S. currency. A receipt for payment signed by the Secretary of the Company will be given on request. The Policy will not be in force until the first full premium is paid.
Amount and Frequency	Annual premiums for the Policy and for any riders are shown in the Policy Schedule and in the Schedule of Renewal Premiums. Payment can be at any other premium mode available by the Company. Payment is due in advance on the first day of each payment period, starting on the Policy Date. No premium will be due or payable for any period after the death of the Insured.
Grace Period	There is a grace period of 31 days in which to pay each premium after the first, without interest, after its due date. The insurance will be in force during the grace period.
Renewal	The Policy will be renewed automatically for successive periods of one year from the Expiry Date to a new Expiry Date one year later by payment of the renewal premium. It cannot be renewed beyond the Final Expiry Date shown in the Policy Schedule.
Reinstatement	<p>If the Policy lapses because a premium is unpaid at the end of its grace period the Policy and riders can be reinstated, if the Insured is living.</p> <p>We will reinstate your Policy if you:</p> <ul style="list-style-type: none"> <li>* Apply for reinstatement within 3 years of the due date of the premium in default; and</li> <li>* Provide evidence of insurability satisfactory to the Company; and</li> <li>* Pay, while the Insured is living, each unpaid premium, plus interest at the rate of 6% per year compounded yearly.</li> </ul> <p>Any rider which provides life or disability insurance on a person other than the Insured can be reinstated only as stated in the rider.</p>

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## CONVERSION OPTION

**Conversion Option** During the Conversion Period shown in the Policy Schedule you can convert this Policy, while it is in force with all premiums paid, to a new policy on another plan of insurance. The new policy will be issued:

- \* By the Company or by an affiliate designated by the Company;
- \* Without proof that the Insured is insurable;
- \* On a plan of permanent insurance, with a level face amount, available on the Policy Date of the new policy;
- \* With the same Insured and Face Amount as this Policy;
- \* With the same underwriting class as this Policy, or the class we determine is closest to it if the class of this Policy is not offered on the new policy;
- \* Subject to any assignments of this Policy and any limitations on this Policy stated in riders,
- \* With a Policy Date as of the date of conversion; and
- \* At the insurance age of the Insured on the Policy Date of the new policy.

The conversion is subject to payment of the first premium for the new policy, less any conversion credit. Riders can be attached to the new policy only with the consent of the Company.

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## OWNER AND BENEFICIARY

Owner	The Owner of the Policy is named in the Application (see copy attached); but the Owner can be changed. The new Owner will succeed to all of the rights of the Owner, including the right to make a further change of Owner. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. In this Policy "you" means the Owner, whether the Owner is a person, a partnership, a corporation, a fiduciary or any other legal entity. The rights of the Owner will end at the death of the Insured.
Beneficiary	The Beneficiary is the person or persons to whom the policy proceeds are payable when the Insured dies. The Beneficiary is named in the Application (see copy attached); but the Beneficiary can be changed before the death of the Insured. You may name a Contingent Beneficiary who would become the Beneficiary if the Beneficiary dies before the Insured dies. The Beneficiary has no rights in the Policy until the death of the Insured. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner. The Beneficiary can also be a corporation, a partnership, a fiduciary or any other legal entity.
Change of Owner or Beneficiary	A change of Owner or Beneficiary must be in written form satisfactory to the Company, and must be dated and signed by the Owner who is making the change. The change will be subject to all payments made and actions taken by the Company under the Policy before the signed change form is recorded at our Home Office or other office designated by the Company.
Assignments	An absolute assignment of the Policy by the Owner is a change of Owner and Beneficiary to the assignee. A collateral assignment of the Policy by the Owner is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by the Company before a signed copy of the assignment form is recorded at our Home Office or at any other office designated by the Company. The Company will not be responsible for determining whether or not an assignment is valid.
Designation of Owner and Beneficiary	<p>A numbered sequence can be used to name successive Owners or Beneficiaries. Co-Beneficiaries will receive equal shares unless otherwise stated.</p> <p>At the time for payment of benefits the Company can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.</p>



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## PAYMENT OF BENEFITS

Payment	<p>Unless otherwise requested, we may pay the policy proceeds when the insured dies, to the Payee in one sum or by placing the amount in an account that earns interest. The Payee will have immediate access to all or any part of the account. The Company will pay interest on the proceeds from the date they become payable to the date of payment as stated above at the rate of interest that will be set each year by the Company and that will not be less than that required by law or 1.5% per year, if greater.</p> <p>On request, all or part of the proceeds payable in one sum at the death of the Insured can be applied to any Payment Option at the choice of the Payee. Further, with the consent of the Company, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when the proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.</p>
Choice of Payment Options; Option Date	<p>The choice of a Payment Option and the naming of the Payee must be in written form satisfactory to the Company. You can make or change or revoke the choice before the death of the Insured. The Option Date is the effective date of the Payment Option, as chosen.</p> <p>When a Payment Option starts, we will issue a contract which will describe the terms of the Option. We may require that you send us this Policy</p>
Payee	<p>A Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive payment in one sum or under a Payment Option.</p> <p>If the Payee is not a natural person, the choice of a Payment Option will be subject to our approval. A collateral assignment will modify a prior choice of a Payment Option. The amount due the assignee will be payable in one sum and the balance will be applied under the Payment Option.</p>
Life Income Options	<p>Guaranteed Life Income Options are based on the age of the Payee on the Option Date. The Company will require proof of age. The Life Income payments will be based on the rates shown in the Life Income Tables; or, if they are greater, the Payment Option rates of the Company on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be deemed to have been chosen.</p>
Death of Payee	<p>Amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts will be paid in one sum to the estate of the last Payee to die. If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen.</p>
Limitations	<p>If instalments under an Option would be less than \$50, proceeds can be applied to a Payment Option only with the consent of the Company.</p>

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## PAYMENT OPTIONS

Single Life Income	Monthly payments will be made during the lifetime of the Payee.
Single Life Income – 10 Year Guaranteed Payment Period	Monthly payments will be made during the lifetime of the Payee with a guaranteed payment period of 10 years.
Joint and Survivor Life Income	Monthly payments will be made: <ul style="list-style-type: none"><li>* While either of two Payees is living, called “Joint and Survivor Life Income”; or</li><li>* While either of two Payees is living, but for at least 10 years, called “Joint and Survivor Life Income, 10 Years Certain”.</li></ul>
Other Frequencies and Options	Other Payment Options and payment frequencies may be arranged with us.

## LIFE INCOME TABLES

### Minimum Payments under Payment Options

Monthly payments for each \$1,000 applied will not be less than the amounts shown in the following Tables. On request, we will provide additional information about amounts of minimum payments.

The rates shown below are based on: an interest rate of 1.5% per year; and the Annuity 2000 Mortality Table.

### Single Life Income

Payee's Age	Life Income	10 Year Guaranteed Payment Period
50	\$2.72	\$2.71
55	2.97	2.96
60	3.30	3.28
65	3.71	3.67
70	4.27	4.19
75	5.04	4.86
80	6.12	5.69
85	7.68	6.66
90	9.95	7.60

### Joint and Survivor Life Income

Age of Both Payees	Joint and Survivor	Joint and Survivor, 10 Years Certain
50	\$2.43	\$2.43
55	2.62	2.62
60	2.86	2.86
65	3.17	3.16
70	3.57	3.56
75	4.11	4.09
80	4.85	4.81
85	5.91	5.74
90	7.43	6.82



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Please notify the Company of any change in your name or address. The Company will write to you at your address on record with the Company.

MetLife Investors USA Insurance Company  
222 Delaware Ave, Suite 900  
P.O. Box 25130  
Wilmington, DE 19899

1-800 -MET-5000

**Term Life Insurance Policy**

- The policy proceeds are payable if the Insured dies while the insurance is in force.
- Premiums are payable to the Company for a specified period. (See the Schedule of Renewal Premiums.)
- Premiums for the first year are shown in the Policy Schedule and for later years are shown in the Schedule of Renewal Premiums.
- The Policy is not participating and does not share in dividends.
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**DUPLICATE POLICY**